

DELBELLO DONNELLAN WEINGARTEN
WISE & WIEDERKEHR, LLP
Attorneys for the Debtor
One North Lexington Avenue
White Plains, NY 10601
(914) 681-0200
Erica Feynman Aisner

Presentment Date: November 1, 2016
Presentment Time: 12:00 p.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

SAMUEL JOSEPH GIOSEFFI, JR.,

Chapter 13
Case No. 16-23249-rdd

Debtor

-X

**APPLICATION FOR AN ORDER AUTHORIZING
RETENTION OF HOULIHAN LAWRENCE AS REAL ESTATE SALES BROKER OF
THE DEBTOR'S PROPERTY LOCATED AT
72 OAKLAND AVENUE, HARRISON, NEW YORK 10528**

**TO: HONORABLE ROBERT D. DRAIN,
UNITED STATES BANKRUPTCY JUDGE:**

The above-captioned Chapter 13 Debtor, Samuel Joseph Gioseffi, Jr. (the "Debtor"), by his attorneys, DelBello Donnellan Weingarten Wise & Wiederkehr, LLP hereby submit this (the "Motion") seeking the entry of an order authorizing the retention of Houlihan Lawrence (the "Broker"), as Broker to the Debtor in connection with the sale of the Debtor's interest in his real property located at 72 Oakland Avenue, Harrison, New York 10528. In support of the Motion, the Debtor respectfully represents and set forth as follows:

1. On September 14, 2016 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 13 of the Bankruptcy Code.
2. Jeffrey L. Sapir has been appointed as Chapter 13 trustee in this proceeding.
3. On or about September 28, 2016, the Debtor filed his Schedules of Assets and

Liabilities. The Debtors listed on his Schedule A-Real Property his primary residence located at 72 Oakland Avenue, Harrison, New York 10528 (the “Property”), which the Debtor desires to sell as quickly as possible.

4. Since the Petition Date, the Debtor has actively listed the Property for sale. The Debtors signed an Exclusive Right to Sell Agreement with the Broker (the “Broker Agreement”), a copy of which is attached hereto as **Exhibit “A”**

5. The Broker Agreement provides, inter alia, that it is exclusive and is effective September 28, 2016 and shall continue in full force and effect until March 28, 2017, at which time it will automatically terminate.

6. The Broker Agreement further proves that the Broker will be entitled to a rate of commission at 4% of the total value of the sales.

7. The Debtor requires the services of the Broker, inasmuch as it will be difficult if not impossible for the Debtor to procure a purchaser on his own, therefore, the Debtor seeks the Court’s approval of the retention of Broker.

8. For these reasons, and for the benefit to be derived by the estate from the Broker’s contemplated efforts, the Debtor believes that retention of a Broker is both necessary and required.

9. The commission requested by the Broker is both fair and reasonable and the customary commissions earned by brokers.

10. The commission due to the Broker for the sale of all the property shall be due upon Broker’s proper application to the Bankruptcy Court and an Order of the Bankruptcy Court authorizing the payment of said commissions.

11. Upon information and belief, Broker neither holds nor represents any interests

adverse to the Debtor's estate and is a "disinterested person" within the meaning of Section 101(14) of the Code.

12. The Broker is disinterested and does not represent any interests adverse to the Debtor as set forth in the Affidavit of Bonnie Carnavalla and Enid Pinto annexed hereto as **Exhibit "B"**.

WHEREFORE, the Debtor respectfully requests the entry of the pre-fixed order as annexed hereto as **Exhibit "C"**, together with such other and further relief as is just under the circumstances.

Dated: White Plains, New York
October 13, 2016

DELBELLO DONNELLAN WEINGARTEN
WISE & WIEDERKEHR, LLP
Attorneys for Debtor
One North Lexington Avenue
White Plains, New York 10601
(914) 681-0200

By: /s/ Erica Feynman Aisner
Erica Feynman Aisner